

10. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made to be performed in that stat, and may not be changed or terminated orally.

11. ENTIRE AGREEMENT

This agreement constitutes the entire agreement among the parties with respect to its subject matter, and supersedes all prior agreements and understandings, oral or written, among the parties with repect to that subject matter; This agreement shall be signed in Portuguese and English and each shall be of equal weight in the interpretation and application of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth above.

Made in Luanda, on the 2nd of July 1986

FENTON COMMUNICATIONS, INC.

BY:

DAVID S. FENTON, PRESIDENT

GOVERNMENT OF ANGOLA

BY:

ISMAEL GASPAR MARTINS

Substitute paragraph 3. TERM, replacing ~~sum~~ paragraph on page 4.

3. TERM

This agreement is for a one year term, commencing June 2, 1986, as outlined above. If, however, at some future point, the laws of the United States make it impossible for Communications to carry out the work called for in this agreement, then either party may cancel this contract by giving 30 (thirty) days written notice.

The agreement shall be negotiated and renewed for an additional one year term upon mutual agreement of both parties. The parties agree to commence negotiations for such renewal no later than April 1, 1987, and to complete such negotiations resulting in a signed agreement no later than April 30, 1987. In the event either party does not wish to renew the agreement, it shall so notify the other no later than April 15, 1987.

 

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AGREEMENT

The present agreement between the Government of the People's Republic of Angola (referred to hereinafter as the "Government"), and Fenton Communications, Inc., a New York Corporation (referred to hereinafter as "Communications") begins on the 2nd day of June, 1986.

WITNESSETH

WHEREAS, the Government desires that Communications provide certain public relations services for the Government of Angola in the United States; and.

WHEREAS, Communications desires to render such public relations services to the Government;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements herein contained, it is agreed between the parties as follows:

1. SERVICES

1.1 Nature of Services. During the term hereof Communications shall provide public relations services for the Government including but not limited to the following:

(1) Communications shall work with representatives of the Government and its other agents to devise an information strategy to bring its message to the American public.

(2) Communications shall place spokespeople for the Government on a wide variety of American television and radio programs, and in newspapers, wire services, newspaper chains and magazines, both locally and nationally.

(3) Communications shall arrange background briefing sessions for these and other spokespeople with influential editors, reporters, producers, anchormen, columnists and news media executives in the U.S. These sessions will be useful in helping to familiarize these decision-makers with the views of the Government.

(4) Communications shall help lay the groundwork for the release of stories about Angola in the U.S. media, and will serve as an information resource and referral service for American journalists wishing to cover such stories.

(5) Communications shall, when appropriate, help arrange visits to Angola by key American journalists, and advise the Government on its efforts to assist U.S. journalists they come to the country.

(6) Communications shall advise on the possible impact of actions taken by the Angolan Government on American public opinion and the American media.

(7) Communications shall help respond to inaccurate articles about Angola in the American news media and shall solicit accurate articles.

(8) Communications will the prior approval of the Government or its agents, prepare and release written information on the policies of Angola, including op-ed articles and a possible regular newsletter on U.S./Angolan affairs.

(9) Communications shall monitor press coverage of Angola in the U.S. media, and arrange to forward summaries of such coverage to the Government and its agents in a timely manner.

1.2 Relations with the Government Communications shall provide the foregoing services from its offices in New York City, Washington, D.C., in close cooperation with and under the direction of appropriate authorities in Angola and its agents. On matters of legislative strategy, and other such matters, Communications will work closely with the Government's registered lobbyist.

1.3 Information Availability In connection with the services to be provided hereunder, Communications shall set up a mechanism, by mailings, telex, subscriptions, computers and/or other means, which will keep Communications informed and up to date with respect to these matters.

## 2. COMPENSATION

2.1 Retainer Fee As compensation for the services to be performed by Communications hereunder, the Government shall pay Communications on the basis of the agreed hourly rates as set forth below, to be applied against a monthly retainer fee of fifteen thousand (\$15,000) U.S. Dollars per month, payable

in advance at the beginning of each month during the term of this agreement, commencing with a payment on July 1 for \$30,000, covering the June and July retainer payments together, and continuing with \$15,000 per month on August 1, and on the first of each subsequent month thereafter for the term of this agreement.

It is agreed and understood that this retainer fee will purchase services from the staff of Communications at the following hourly rates - \$125 per hour for David Fenton, \$100 per hour for Washington Director Beth Bogart or Managing Director Pat Ramsay, \$75 per hour for other account executives, and \$40 per hour for non-clerical support staff. Communications will keep track of its work hours. If the Government requests an array of services which is likely to require work hours in addition to those covered by the monthly retainer, Communications will notify the Government in advance of this situation, and will bill overhours in a given month only after such advance consultation. It is understood that the month retainer level is being set at a point where such potential overcharges will occur infrequently.

## 2.2 Expenses.

(a) The Government shall also reimburse Communications for expenses incurred by Communications during the performance of services by Communications hereunder. Communications shall invoice such expenses to Government on a monthly basis, accompanied by receipts or other documentation substantiating such expenses. Government shall reimburse Communications for such expenses within thirty (30) days of receipt of invoice therefor.

(b) Expenses to be reimbursed include: long distance telephone calls in the U.S. and to Angola and London, postage, messengering, air express service, xerox copying, design and printing the rental of news conference or briefing facilities, travel and hotel as needed, telex and/or computer hookup with Angola, a small budget for entertainment meals with journalists and miscellaneous related items. It is understood that additional major expenses may be required for certain services which may be requested or authorized by the Government hereunder, e.g., a major 10 city tour for a Government spokesperson, or a major computer information relay system, in which case advance authorization for such additional expenses of any significance will be needed by Communications before they are made.

(c) The Government shall reimburse Communications for all legal expenses in connection with maintaining foreign agent registration with the U.S. Department of Justice, as required under the U.S. Foreign Agents Registration Act. In the unlikely event that legal expenses arise for litigation in this area, the Government shall also cover these in full. It is agreed and understood by Communications that if the Government wishes, Communications will use the services of the attorneys, Rabinowitz, Boudin and Standard for this work.

3. TERM

The term of this agreement shall be for one year commencing June 2, 1986 but it may be terminated at will by either party in its full discretion with effect within 30 days of written notice. The agreement shall be negotiated and renewed for an additional one year term upon mutual agreement of both parties. The parties agree to commence negotiations for such renewal no later than April 1, 1987, and to complete such negotiations resulting in a signed agreement no later than April 30, 1987. In the event either party does not wish to renew the agreement, it shall so notify the other no later than April 15, 1987.

4. REPRESENTATIONS OF COMMUNICATIONS

Communications represents to the Government that it has the full right, power and authority to enter into, and to perform its obligations under, this agreement. This agreement has been duly and validly authorized, executed and delivered by it, and this agreement constitutes its valid and binding obligation enforceable in accordance with its terms.

5. REPRESENTATIONS OF THE GOVERNMENT

Government represents to Communications that it has taken all Governmental action necessary to duly and validly authorize the execution, delivery and performance of this agreement constitutes its valid and binding agreement, enforceable in accordance with its terms.

D.F.  
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#### 6. WAIVER

No waiver of any term or provision of this agreement or of any particular default, nor delay or omission in exercising any right arising from a particular default, shall operate as a future waiver of the same term or provision or of a subsequent default or affect or impair the future enforcement of any term or provision of this agreement or any party's rights with respect to a subsequent default of the same or of a different kind. No term or provision of this agreement shall be deemed waived unless such waiver is in writing.

#### 7. NOTICES

All notices under this agreement shall be in writing and shall be deemed to have been duly given when delivered personally or mailed, by certified or registered first class mail postage pre-paid return receipt requested to the part, to whom the same is directed ( or to such other address as a party may have specified by notice to the other party):

If the Government, to it at:

Rabinowitz, Boudin,  
Standard, Krinsky and  
Lieberman  
740 Broadway  
New York CITY, New York  
10003-9518

If to Communications, to it at:

250 W. 57th St.  
Suite 1730  
New York City, NEW York 10107

#### 8. ASSIGNMENT

No party may assign any of its rights or delegate any of its duties under this agreement without the written consent of the other party.

#### 9. HEADINGS

The sections and other headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

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